

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Michael A Weems

Debtor

CHAPTER 13

Red Stick Acquisitions LLC

Movant

vs.

NO. 17-18318 MDC

Delores Weems

Co-Debtor

William C. Miller Esq.

Trustee

11 U.S.C. Sections 362 and 1301

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$1,235.60**, which breaks down as follows;

Post-Petition Payments:	January 2018 to April 2018 at \$301.90/month
Late Charges:	January 2018 to April 2018 at \$7.00/month
<b>Total Post-Petition Arrears</b>	<b>\$1,235.60</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on May 1, 2018 and continuing through October 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$301.90** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$205.94 from May 2018 to September 2018 and \$ 205.90 for October 2018 towards the arrearages on or before the last day of each month at the address below;

SN Servicing Corporation  
Redstick Acquisitions LLC  
323 5<sup>th</sup> Street  
Eureka, CA 95501

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 12, 2018

By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire

Date: \_\_\_\_\_

s/ Lawrence Rubin  
Lawrence S. Rubin, Esquire  
Attorney for Debtor(s)

Date: 4/23/18

William C. Miller  
Chapter 13 Trustee  
*No position*

**\*without prejudice to any  
trustee rights or remedies**

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

---

Bankruptcy Judge  
Magdeline D. Coleman